

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
ABERDEEN DIVISION**

**GREGORY CONSTRUCTION
SERVICES, INC.**

PLAINTIFF

V.

NO. 1:22-CV-32-DMB-RP

**LIBERTY MUTUAL GROUP INC.
d/b/a Liberty Mutual Insurance
Company**

DEFENDANT

ORDER

On May 11, 2022, Liberty Mutual Group Inc. filed a motion to “stay this matter pending contractually-mandated arbitration between Plaintiff Gregory Construction Services, Inc. ... and Liberty’s Principal Amason & Associates, Inc.”¹ Doc. #13. Liberty represents that Gregory’s claims arise from a payment bond Liberty issued to Amason for a construction project on which Gregory performed work as a subcontractor; “the determination of the validity of Gregory’s claim [against Liberty] requires a resolution of Gregory’s underlying claims against Amason and Amason’s claims against Gregory;” the subcontract between Gregory and Amason requires arbitration under the Federal Arbitration Act; and “the arbitration cannot proceed until the project achieves final completion, which has not yet occurred, [but] the parties expect to be able to proceed with arbitration in the coming months.” Doc. #14. Accordingly, Liberty requests a stay until the arbitration is concluded. *Id.* at PageID 238. Liberty also represents that Gregory does not oppose the requested stay. *Id.*

“The District Court has broad discretion to stay proceedings as an incident to its power to

¹ Liberty attempted to file the motion on multiple other occasions, *see* Docs. #9, #10, #11. However, because in each instance the motion violated this Court’s Local Rules in at least one way, a Clerk’s Notice of Correction instructed Liberty to refile the motion. Counsel for Liberty is strongly encouraged to review the Local Rules before proceeding further in this action.

control its own docket.” *Clinton v. Jones*, 520 U.S. 681, 706 (1997). Given Liberty’s representations that the outcome of the arbitration impacts the claims in this case and that its request for a stay is unopposed, the motion to stay [13] is **GRANTED**. This case is **STAYED** in its entirety until further order of the Court. Counsel for Liberty is **DIRECTED** to notify this Court within seven (7) days of the conclusion of the arbitration between Gregory and Amason.

SO ORDERED, this 12th day of May, 2022.

/s/Debra M. Brown
UNITED STATES DISTRICT JUDGE